



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



August 25, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE COUNTY-CITY SPECIAL INDEMNITY AGREEMENT
AND MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENTS
BETWEEN THE COUNTY OF LOS ANGELES AND THE CONTRACT CITIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks to gain Board approval for the County-City Special Indemnity Agreement, effective July 1, 2009, and the new Municipal Law Enforcement Services Agreements, effective September 1, 2009, through June 30, 2014, with the 40 Contract Cities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve, and authorize the Chairman to execute, the attached County-City Special Indemnity Agreement (Attachment B) with the 40 Contract Cities listed on Attachment A, effective July 1, 2009, pursuant to the contingencies set forth herein.
2. Approve, and authorize the Chairman to execute, individual Municipal Law Enforcement Services Agreements substantially similar to the attached Municipal Law Enforcement Services Agreement (Attachment C) with the 40 Contract Cities listed on Attachment A, effective September 1, 2009, through June 30, 2014, provided however that the individual city has executed the County-City Special Indemnity Agreement and pursuant to the contingencies set forth herein.

A Tradition of Service

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

A dispute has arisen between Los Angeles County (County) and the Contract Cities regarding the circumstances under which the County may utilize Liability Trust Funds for claims arising from sexual assaults committed by Department deputies. The purpose of the County-City Special Indemnity Agreement is to clarify the obligations of the County and the Contract Cities under previously approved Assumption of Liability and/or Joint Indemnity Agreements.

The purpose of the Municipal Law Enforcement Services Agreements is to provide the 40 Contract Cities listed on Attachment A with municipal law enforcement services within each said city from September 1, 2009, to June 30, 2014. The current Municipal Law Enforcement Services Agreements expire on August 31, 2009. The approval of this new Municipal Law Enforcement Services Agreement will permit the Department to continue to provide general law enforcement services to each of the 40 cities which have requested such services. The attached Municipal Law Enforcement Services Agreement incorporates by reference the County-City Special Indemnity Agreement to be approved by your Board this same day.

The Department's Contract Cities Program has provided benefits to both the Department and the County as a whole. Primarily, the Program has provided the opportunity to build new Sheriff's stations in strategic locations throughout the County, resulting in greater visibility and faster response times to the unincorporated areas. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving Contract Cities within the County.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, your approval of the recommended action would enhance the County's Strategic Plan, Goal 3, Community and Municipal Services; and Goal 5, Public Safety, by maintaining a law enforcement presence in the Contract Cities. The Department can facilitate a more rapid and organized deployment of safety personnel to all segments of the County in situations of mutual aid.

FISCAL IMPACT / FINANCING

None. The 40 Contract Cities shall pay the Department for the said services in each Municipal Law Enforcement Services Agreement according to the appropriate and prevailing billing rates as determined by the County's Auditor-Controller each fiscal

year. The 40 Contract Cities are aware that the rates are renewed at the beginning of every fiscal year as determined by the County's Auditor-Controller and indicated in their Municipal Law Enforcement Services Agreement. The contract city rates are calculated by the County's Auditor-Controller, pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by your Board.

For the remainder of Fiscal Year 2009-10, the aggregate revenue estimate for the 40 Contract Cities is approximately \$198 million. These revenues are collected in 12 equal payments over the course of the fiscal year and are impacted by deployment vacancies and personnel additions or deletions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County-City Special Indemnity Agreement clarifies the obligations of the County and the Contract Cities under previously approved Assumption of Liability and/or Joint Indemnity Agreements relating to claims arising from sexual assaults committed by Department deputies.

Pursuant to the provisions of Article XII, Sections 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles, the County shall have the authority to provide for the assumption and discharge of municipal functions of any of the cities and towns within said County whenever requested by such city.

The Municipal Law Enforcement Services Agreements with the 40 Contract Cities, as indicated on Attachment A, allow for the provision of general law enforcement services by the Department within the said cities from September 1, 2009, to June 30, 2014.

It is requested that the Chairman of your Board, through the Executive Office of the Board of Supervisors, shall execute the Municipal Law Enforcement Services Agreement with each Contract City upon the Contract City's approval and execution of such agreement, in no event later than 60 days following commencement of the term of the agreement. The Chairman of your Board shall be authorized to execute Municipal Law Enforcement Services Agreements only with those Contract Cities that have executed the County-City Special Indemnity Agreement.

It is requested that the Chairman of your Board shall not execute either the County-City Special Indemnity Agreement nor the Municipal Law Enforcement Services Agreements prior to September 1, 2009. Also, the Chairman's authority to execute the County-City Special Indemnity Agreement and the Municipal Law Enforcement Services Agreements shall be contingent upon no lawsuit being filed against the County prior to September 1, 2009, by any Contract City or the California Contract Cities Association

The Honorable Board of Supervisors
August 25, 2009
Page 4

pertaining to indemnification and the use of Liability Trust Funds under any prior indemnity agreement.

The attached County-City Special Indemnity Agreement and the Municipal Law Enforcement Services Agreement have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving these Municipal Law Enforcement Services Agreements will continue to improve the quality of law enforcement services and public safety to the incorporated cities listed on Attachment A, and the unincorporated areas of the County, by enhancing the response times for law enforcement services. Both the County and the Contract Cities benefit from the synergistic effects and the utilization of County resources in the most efficient manner. There are no anticipated negative impacts upon the unincorporated patrol areas of the County.

CONCLUSION

Should the County-City Special Indemnity Agreement and the Municipal Law Enforcement Services Agreements be approved by your Board, please forward a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" and last name "Baca" clearly distinguishable.

LEROY D. BACA
SHERIFF

ATTACHMENT A

Forty (40) Contract Cities

Agoura Hills	Lancaster
Artesia	Lawndale
Avalon	Lomita
Bellflower	Lynwood
Bradbury	Malibu
Calabasas	Norwalk
Carson	Palmdale
Cerritos	Paramount
Commerce	Pico Rivera
Compton	Rancho Palos Verdes
Diamond Bar	Rolling Hills
Duarte	Rolling Hills Estates
Hawaiian Gardens	Rosemead
Hidden Hills	San Dimas
Industry	Santa Clarita
La Cañada Flintridge	South El Monte
La Habra Heights	Temple City
La Mirada	Walnut
La Puente	West Hollywood
Lakewood	Westlake Village

COUNTY-CITY SPECIAL INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated for reference purposes on the ____ day of _____, 2009, is made and entered into between the County of Los Angeles, hereinafter referred to as the "County," and the Cities identified in Recital G below, hereinafter cumulatively referred to as the "Cities."

RECITALS

A. Cities, and each of them, and County have heretofore contracted for the performance of law enforcement services to be provided by the County, its officers, agents and employees, known as "Municipal Law Enforcement Services Agreements" which contracts the parties may in the future extend, renew and amend, and enter into other and further contracts for the performance of such services (hereinafter referred to as "MLESA"); and

B. Cities and County have heretofore contracted for the indemnification of the Cities by the County, utilizing the Liability Trust Fund ("LTF") for the acts and omissions committed by the County's employees in the course and scope of providing services under the MLESA agreements, more particularly described as the Joint Indemnity Agreements or Assumption of Liability Agreements (hereinafter referred to as "Joint Indemnity Agreements") which have remained in full force and effect to the present time; and

C. In accordance with the Joint Indemnity Agreements, the County established the LTF, as provided in those agreements. In accordance with the Joint Indemnity Agreements, the Cities, and each of them, are required

to pay monies into the LTF. The monies in the LTF are used to reimburse the County for claims, losses, costs and expenses it incurs for which indemnification is provided in the parties' MLESA and/or Joint Indemnity Agreements; and

D. The County withdrew sums from the LTF for the purpose of reimbursing itself for its payment of settlement of claims related to sexual assaults committed by a deputy sheriff (Gonzales) in the years 2002 and 2003 (the "Claims"); and

E. A dispute has arisen between the parties regarding the circumstances under which the County may utilize the funds in the LTF for claims arising from sexual assaults committed by deputy sheriffs employed by the County ("Sexual Assaults"); and

F. The parties desire to continue the Joint Indemnity Agreements and MLESA agreements, as amended, modified and supplemented from time to time. As further consideration to the Cities, the County is willing to reimburse the LTF for a portion of the sums that are used or may be used by it from the LTF for claims, losses, costs or expenses arising out of certain Sexual Assaults, as defined in Section 2 below, occurring in the performance of the MLESA agreements on the terms and in the manner provided in this Agreement.

G. The Cities that are a party to this Agreement are as follows:

City of Agoura Hills
City of Artesia
City of Avalon

City of Bellflower
City of Bradbury
City of Calabasas

City of Carson
City of Cerritos
City of Commerce
City of Compton
City of Diamond Bar
City of Duarte
City of Hawaiian
Gardens
City of Hidden Hills
City of Industry
City of La Canada
Flintridge
La Habra Hieghts
City of La Mirada
City of La Puente
City of Lakewood
City of Lancaster
City of Lawndale
City of Lomita

City of Lynwood
City of Malibu
City of Norwalk
City of Palmdale
City of Paramount
City of Pico Rivera
City of Rancho Palos
Verde
City of Rolling Hills
City of Rolling Hills
Estate
City of Rosemead
City of San Dimas
City of Santa Clarita
City of South El Monte
City of Temple City
City of Walnut
City of West Hollywood
City of Westlake Village

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, it is mutually agreed as follows:

AGREEMENT

1. Effective Date.

This Agreement shall be effective as of July 1, 2009. The foregoing notwithstanding, this Agreement shall apply to any claims notice of which is first given to the Liability Trust Fund Oversight Committee after the effective date of this agreement, regardless of the date of occurrence. For purposes of this Agreement "notice" shall mean notification to the Chief Executive Officer of the California Joint Powers Insurance Authority and the Executive Director of the California Contract Cities Association, unless otherwise instructed in writing.

2. Indemnity by the County to the City.

The parties agree that the maximum liability of the LTF for any losses, claims, costs or expenses related to certain Sexual Assaults, as herein below defined, by deputies or other peace officers in the employ of the County shall be one-half (1/2) of any settlement, judgment or award for such assaults and the costs of defense, including attorneys fees, for such claims or lawsuits. In the event that a withdrawal is made by the County from the LTF for any liability related to certain Sexual Assaults by deputies or other peace officers, as herein below defined, the County shall reimburse the LTF, or, in the event that it has not made a withdrawal of funds from the LTF it shall assume the responsibility to pay from its own funds, one-half (1/2) of any amounts necessary to satisfy any judgment, award or settlement not otherwise covered by insurance, if there is any, together with costs of defense, including attorneys fees, under the following circumstances:

- a. A felony judgment of criminal conviction is entered in a state or federal court based upon the same facts as the claim; and
- b. The felony judgment of criminal conviction is based upon an act of rape, sodomy, oral copulation or other sexual penetration of a person;

For purposes of calculating the amount that the County is obligated to pay into the LTF under this Agreement, any amount paid by an insurance carrier directly to a claimant on a claim which is subject to this Agreement shall not be deemed to have been paid from the LTF.

For purposes of calculating the amount that the County is obligated to pay into the LTF under this Agreement, any amount paid from the LTF on a claim

which is subject to this Agreement but which is reimbursed to the LTF by an insurance carrier shall not have been deemed paid from the LTF.

Nothing herein creates an obligation upon the Cities, or any of them, or any other entity to acquire, have or maintain any policy of insurance.

3. Term of and Application to Other Agreements.

This Agreement shall apply to all MLESA agreements now existing or hereafter entered into, including amendments, renewals or other extensions thereof. This Agreement shall serve to supplement the Joint Indemnity Agreements with respect to the single subject matter addressed herein.

Nothing herein shall be deemed to change, modify, alter, amend, or substitute any term, right, obligation or condition set forth in an MLESA, as amended or modified, from time to time.

4. Termination of Service Contracts Between County and Cities.

This Agreement shall continue in effect until the last of any MLESA or similar agreement is lawfully terminated in accordance with its terms. Such termination shall not relieve County or City for any obligations set forth in such MLESA agreement relating to obligations upon termination of such agreement and this Agreement to any claims related to a Sexual Assault.

5. Release of the Claims.

The Cities and each of them hereby waive, release and relinquish any claim they may have for the reimbursement of the sums withdrawn by the County with respect to the Claims. The County hereby waives, releases and relinquishes any right or claim it may have for reimbursement of any sums it has or may have

paid or incurred with regard to any Sexual Assault occurring prior to the effective date of this Agreement.

6. Further Assurances.

Each of the parties hereto agrees to execute and deliver any and all additional papers and documents, and to do any and all acts reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties hereto.

7. Non-Admission of Liability.

Each of the parties hereto agrees that nothing contained or incorporated herein shall be deemed as an admission of liability with respect to any matter, thing, or dispute whatsoever.

8. Entire Agreement.

This Agreement with regard to the use of LTF funds by the County for claims arising out of Sexual Assaults, and the other agreements between the parties referenced herein, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all prior and contemporaneous agreements, representations of the parties concerning the subject matter hereof and the terms applicable thereto.

9. Amendment.

This Agreement may not be supplemented, modified or amended in any manner, except by an instrument in writing stating that it is a supplement, modification or amendment of this Agreement and signed by each of the parties hereto.

10. Waiver.

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any wavier constitute a continuing wavier. No waiver shall be binding unless executed in writing by the party making the waiver.

11. Counterparts.

This Agreement may be executed by one or more separate counterparts, each of which, when so executed shall together constitute one and the same instrument. A copy transmitted electronically or by facsimile shall be deemed effective as an original.

12. Captions.

The captions appearing in this Agreement are descriptive only and for convenience of reference. Should there be any conflict between any such caption and the terms of this Agreement, the latter shall control and govern the construction of this Agreement.

13. Constructions and Interpretation.

The parties have participated equally in the preparation of this Agreement, which shall be construed and interpreted simply and fairly and not strictly for or against any party.

14. Recitals.

The Recitals set forth in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their fully authorized officers the day and year hereinafter set forth.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By Michele Jackson

(Signatures continued)

CITY OF AGOURA HILLS

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF ARTESIA

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF AVALON

By _____

MAYOR

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF BELLFLOWER

By _____

MAYOR

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF BRADBURY

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF CALABASAS

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF CARSON

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF CERRITOS

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF COMMERCE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF COMPTON

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued

CITY OF DIAMOND BAR

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF DUARTE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF HAWAIIAN GARDENS

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF HIDDEN HILLS

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF INDUSTRY

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF LA CANADA FLINTRIDGE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF LA HABRA HIEGHTS

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF LA MIRADA

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF LA PUENTE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF LAKEWOOD

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF LANCASTER

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF LAWNSDALE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF LOMITA

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF LYNWOOD

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF MALIBU

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF NORWALK

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF PALMDALE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF PARAMOUNT

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF PICO RIVERA

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF RANCHO PALOS VERDE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF ROLLING HILLS

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF ROLLING HILLS ESTATE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF ROSEMEAD

By _____

MAYOR

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF SAN DIMAS

By _____

MAYOR

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF SANTA CLARITA

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF SOUTH EL MONTE

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF TEMPLE CITY

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF WALNUT

By _____

MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(Signatures Continued)

CITY OF WEST HOLLYWOOD

By _____

MAYOR

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF WESTLAKE VILLAGE

By _____

MAYOR

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

(End)

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF _____**

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**ATTACHMENT A: Los Angeles County Sheriff's Department SH-AD 575
Deployment of Personnel form**

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF _____**

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2009 by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County") and the CITY OF _____ (hereinafter referred to as "City").

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of law enforcement services by the Los Angeles County Sheriff's Department (hereinafter referred to as "Sheriff's Department"); and

Whereas, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

Whereas, such law enforcement services agreements are authorized and provided for by the provisions of Section 56 1/2 and 56 3/4 of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles (hereinafter referred to as "Sheriff"), to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Charter and the statutes of the State of California, and under the City municipal codes.

- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City.
- 2.4 With regard to Sections 2.2 and 2.3 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County.
- 2.6 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of their duties performing law enforcement services pursuant to this Agreement.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County

personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto as an Amendment to this Agreement.
- 3.3 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.4 The most recent dated and signed SH-AD 575 Deployment of Personnel form attached to this Agreement shall be the staffing level in effect between the County and the City.
- 3.5 The City is not limited to the services indicated in Attachment A, but the City may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in an amended SH-AD 575 Deployment of Personnel form under the procedures set forth in Sections 3.2 and 3.3 above.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment,

communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said City, such local office or building may be used by the Sheriff in connection with the performance of his duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the Board of Supervisors later approves a revised Joint Indemnity

Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from September 1, 2009 through June 30, 2014, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Section 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which

would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, as established by the County Auditor-Controller.
- 8.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form.
- 8.4 The cost of other services requested pursuant to Section 3.5 of this Agreement and not set forth in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days

after the dispute resolution is memorialized.

- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn:
4700 Ramona Boulevard
Monterey Park, California 91754
Phone
Fax

Notices to City of shall be addressed as follows:

Attn:
Address
Phone
Fax

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 3.0, 4.3, 8.2, and 9.2 of this Agreement.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

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MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF _____

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Board of Supervisors

By _____
Deputy

CITY OF _____

By _____
CITY OF _____, MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By Michelle Jackson
Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____